

Panaji, 23rd June, 2008 (Ashada 3, 1930)

SERIES II No. 12



OFFICIAL GAZETTE

GOVERNMENT OF GOA

SUPPLEMENT No. 2

GOVERNMENT OF GOA

Department of Labour

Notification

No. 28/18/2007-LAB/36

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 13-12-2007 in reference No. IT/13/2005 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th January, 2008.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Case No. IT/13/2005

Workmen represented by
The General Secretary,
Gomantak Mazdoor Sangh,
Shetye Sankul,
3rd Floor, Tisk,
Ponda, Goa.

V/s

The Works Manager,
Goa Operation,
M/s. Marico Industries Ltd.,
Survey Nos. 71 & 72/1 Khandepar,
Ponda, Goa.

... Workmen/Party I

... Employer/Party II

Party I/Workmen is represented by P. Gaonkar.

Party II/Employer is represented by Adv. M. S. Bandoikar.

A WARD

(Passed on this 13th day of December, 2007)

1. This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

2. Facts giving rise to the present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 24-5-2005, has referred to this Industrial Tribunal following dispute for adjudication:

"(1) Whether the action of the management of M/s. Marico Industries Ltd., Khandepar, Ponda, Goa, in refusing to concede following Charter of Demands raised by the Gomantak Mazdoor Sangh vide their letter dated 28-1-2004 is legal and justified ?

CHARTER OF DEMANDS

Demand No. 1: Pay Scales

- | | |
|-----|---|
| I | 1750-60-2050-70-2400-80-2800-90-3250-95-3725-100-4225-105-4750. |
| II | 1850-65-2175-75-2550-85-2975-95-3450-100-3950-105-4475-110-5025. |
| III | 1950-70-2300-80-2700-90-3150-100-3650-110-4200-115-4775-120-5375. |
| IV | 2050-75-2425-85-2850-95-3325-105-3850-115-4425-120-5025-125-5650. |

Demand No. 2: Flat Rise

Union demands that all the workmen shall be given a flat rise at the rate of Rs. 1,200/- per month and the same shall be added to the basic pay and fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increments

Union demands that the workmen should be given seniority increments as mentioned below:

Service upto 3 years	: one increment
Service from 3 years and above	: two increments

Demand No. 4: Fixed Dearness Allowance (FDA)

Union demands that all the workmen shall be paid FDA at the rate of Rs. 800/- per month.

Demand No. 5: Variable Dearness Allowance (VDA)

Union demands that the VDA shall be paid at the revised rate of Rs. 3/- per point rise beyond AICPI 2200 points (1960=100). The computation of VDA shall be made quarterly based on the average consumer price index of preceding quarter. The amount of VDA upto 2200 point shall be merged in the basic.

Demand No. 6: House Rent Allowance (HRA)

Union demands that HRA should be paid at the revised rate of 30% of basic, D.A. and V.D.A. as the cost of accommodation is very high in Goa being a Tourist State.

Demand No. 7: Children Education Allowance

The Union demands that the Children Education Allowance shall be paid at the rate of Rs. 750/- per month.

Demand No. 8: Conveyance Allowance

Union demands that all workmen shall be paid additional Conveyance Allowance at the rate of Rs. 500/- per month.

Demand No. 9: Washing Allowance

Union demands that all workmen shall be paid Washing Allowance at the rate of Rs. 150/- per month.

Demand No. 10: Paid Holidays

Union demands that all the workmen shall be granted Paid Holidays at the rate of 16 days per year. Union further demands that the festival holidays which fall on Sundays shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

Demand No. 11: Leave

Union demands that all the workmen should be given leave on following basis:-

A) *Earned Leave*: Union demands that all the workmen should be given earned leave at the rate of

36 days per year with accumulation upto 150 days and workmen shall be allowed to take leave 10 times in a year.

(B) *Causal Leave*: Union demands that all the workmen should be given causal leave at the rate of 15 days per year with encashment facility.

C) *Sick Leave*: Union demands that all the workmen should be given sick leave at the rate of 15 days per year and accumulation of sick leave upto 60 days.

Demand No. 12: Leave Travel Assistance (LTA)

Union demands that LTA should be paid at the rate of one month is gross salary per annum with minimum of four earned leave. The amount shall be paid one week before the commencement of leave.

Demand No. 13: Promotion Policy

Union demands that separate promotion policy should be promulgated in consultation with the Union. The detailed promotion policy will be submitted to the management at the time of negotiations.

Demand No. 14: Bonus/Ex Gratia

Union demands that all the workers shall be paid Bonus/Ex Gratia at the rate of 30% of gross wages, every year before Diwali.

Demand No. 15: Festival Advance

Union demands that all the workers should be granted festival advance at the rate of one month's gross salary, once in a year which shall be recovered in 10 equal installments.

Demand No. 16: Transport

Union demands that free transport facility should be provided to all the workers. The details routes will be given at the time of negotiations.

Demand No. 17: Medical Allowance

Union demands that all the workers be paid medical allowance at the rate of Rs. 3,500/- per annum to meet the incidental expenses as the Employees State Insurance Corporation does not pay the incidental expenses.

Demand No. 18: Shift Allowance

Union demands that those workmen who work in the shifts shall be paid shift allowance at the rate mentioned below:

Shift A-@ Rs. 10/- per day worked.

Shift B-@ Rs. 15/- per day worked.

Shift C-@ Rs. 20/- per day worked.

Demand No. 19: Dormitory

Union demands that those workmen who are required to work in the shifts and to whom transport

facilities are not given dormitory facility should be provided in the factory premises.

Demand No. 20: Loan

Union demands that all the workmen should be given loan upto Rs. 1,00,000/- for purchase of household items, marriage of self or dependent or for house repairs.

Demand No. 21: Accident Benefits

Union demands that whenever the workmen meets with an accident, he shall be given full medical expenses and full wages during the period of his recovery. In case the workmen is coming under Employees State Insurance Corporation the Employer shall pay him an amount equal to the difference between full wages and the amount paid by the Employees State Insurance Corporation.

Demand No. 22: Company's Product

Union demands that all the workmen shall be given once in a year free product manufactured by the company upto the cost of Rs. 500/-.

Demand No. 23: Payment of Gratuity

Union demands that all the workmen shall be paid gratuity at the rate of 30 days wages per year of services.

Demand No. 24: Canteen

Union demands that the company should provide every workmen free tea, snacks and meals, as there is no such facility available near the factory as our factory is situated in the remote village.

Demand No. 25: Attendance Bonus

Union demands that those workmen who attend the duties for 22 days in a month shall be paid two days wages as Attendance Bonus.

Demand No. 26: House Keeping

The Union demands that the existing system of house keeping done through the operators be immediately stopped and the house keeping be done through the expert agencies which will be much cheaper and cost saving to the company. The same will also increase the production as total time will be used for manufacturing.

Demand No. 27: Period of the Settlement

Union demands that the settlement period shall be of two years and the negotiations shall be commenced at the earliest to avoid delay in finalizing the settlement.

28. Union reserve the right to amend, add, delete any demands during the time of negotiation.

(2) If not, to what relief the workmen are entitled?"

3. In response to notices both parties put their appearance in this Industrial Tribunal. General Secretary of Gomantak Mazdoor Sangh (in short the said Union) representing the workmen presented claim statement for and on behalf of the workmen on

14-7-2005 at Exb. 3. When the reference was on the stage of filing written statement, representative of Party I/Workmen and learned advocate of Party II produced xerox copy of memorandum of settlement at Exb. 7 alongwith application Exb. 6. Both of them requested under the application to pass award in terms of the settlement which are dated 8-11-2006. The terms of settlement are read and recorded (Exb. 7). Since, dispute under the reference is settled by and between the parties conclusively under the terms of settlement (Exb. 7), I proceed to adjudicate the dispute by passing order as follows:

ORDER

1 The dispute under the reference is adjudicated in terms of the settlement (Exb. 7) as follows:

1.0 **Applicability:**

This settlement will be applicable to all permanent workmen (hereinafter referred to as "Workmen") who are on the rolls of the Company at its factory located at Plot Nos. 71 & 72/1, Khandepar, Goa-403 406 as on the date of signing of this settlement.

2.0 **Period of Settlement:**

The period of settlement would be in two period viz.

Period 1: From 01-04-2004 to 30-06-2006

Period 2: From 01-07-2006 to 30-06-2009

It is understood and agreed by and between the parties that for the period of the Strike from 09-01-2005 to 03-07-2005, no wages or any type of benefits which can be computed in terms of money would be paid to any of the workmen.

2.1 This settlement shall continue to be in force every year thereafter until such time its validity is terminated by either of the parties as per provisions of the Industrial Disputes Act, 1947.

3.0 **Revision of Basic Salary:**

It is agreed by and between the parties that the basic wages of all the permanent workmen who are on the rolls of the Company on the date of signing of this settlement shall be revised by adding flat rise as mentioned below:

Grades	Period-1		Period-2		
	01-04-04 to 09-01-05	04-07-05 to 30-06-06	01-07-06 to 30-06-07	01-07-07 to 30-06-08	01-07-08 to 30-06-09
	Rs./month	Rs./month	Rs./month	Rs./month	Rs./month
01	125/-	75/-	300/-	0	0
02	100/-	75/-	275/-	0	0

3.1 Special Allowance:

It is agreed by and between the parties that the Special Allowance shall be paid to all the permanent workmen who are on the rolls of the Company on the date of signing of this settlement as mentioned below:

Grades	Period-1		Period-2		
	01-04-04 to 09-01-05	04-07-05 to 30-06-06	01-07-06 to 30-06-07	01-07-07 to 30-06-08	01-07-08 to 30-06-09
	Rs./month	Rs./month	Rs./month	Rs./month	Rs./month
01	400/-	75/-	300/-	0	0
02	400/-	0	0	0	0

In the event of any rise in the Minimum Wage as per the Minimum Wages Act, 1948 applicable to Goa and there is a short fall by adding Basic and HRA, in that case this Special Allowance would be merged with the basic wages only to the required extent for the purpose of complying with statutory requirements.

4.0 House Rent Allowance:

It is agreed by and between the parties that the house rent allowance of all the permanent workmen who are on the rolls of the Company on the date of signing of this settlement shall be revised by adding flat rise as mentioned below:

Grades	Period-1		Period-2		
	01-04-04 to 09-01-05	04-07-05 to 30-06-06	01-07-06 to 30-06-07	01-07-07 to 30-06-08	01-07-08 to 30-06-09
	Rs./month	Rs./month	Rs./month	Rs./month	Rs./month
01	300/-	175/-	425/-	125/-	150/-
02	300/-	175/-	425/-	125/-	150/-

5.0 Education Allowance:

It is agreed by and between the parties that the Education Allowance of all the permanent workmen who are on the rolls of the Company on the date of signing of this settlement shall be revised by adding flat rise as mentioned below:

Grades	Period-1		Period-2		
	01-04-04 to 09-01-05	04-07-05 to 30-06-06	01-07-06 to 30-06-07	01-07-07 to 30-06-08	01-07-08 to 30-06-09
	Rs./month	Rs./month	Rs./month	Rs./month	Rs./month
01	100/-	0	100/-	0	0
02	100/-	0	100/-	0	0

6.0 Conveyance Allowance:

It is agreed by and between the parties that the Conveyance Allowance of all the permanent workmen who are on the rolls of the Company on the date of signing of this settlement shall be revised by adding flat rise as mentioned below:

Grades	Period-1		Period-2		
	01-04-04 to 09-01-05	04-07-05 to 30-06-06	01-07-06 to 30-06-07	01-07-07 to 30-06-08	01-07-08 to 30-06-09
	Rs./month	Rs./month	Rs./month	Rs./month	Rs./month
01	100/-	0	100/-	0	0
02	100/-	0	100/-	0	0

6.1 Conveyance Allowance will be paid pro-rata for the number of working days actually worked by the workmen. For this purpose a workmen shall be deemed to have worked on the days he was on authorized leave with full wages and paid holidays.

7.0 Annual Increment:

It is agreed that the Annual Increments shall be effective from 01-07-2006. The workmen would be eligible for a fixed increment as follows:

Grades	Rs./month
01	125/-
02	100/-

This increment would always be considered as a part of the total settlement package for any future settlement.

8.0 In lieu of this revision, it is agreed by and between the parties that the allowances as mentioned in points above shall be reckoned for statutory benefits such as Provident Fund, Gratuity wherever applicable.

9.0 Leave Travel Assistance:

It is agreed that the existing amount, practice and rules shall continue.

9.1 A workmen shall be eligible only if he has completed one year of service and worked for a minimum period of 240 days in that year.

9.2 LTA will be payable only if the workman proceeds on authorized Privilege Leave (PL) or a minimum 4 days applied specifically for this purpose and not against adjusted PL i.e. PL already availed.

10.0 Festival Advance:

It is agreed that the existing amount, practice and rules shall continue.

11.0 **Statutory Benefits:**

Statutory benefits such as ESI, PF, Bonus and Gratuity will be paid as per the respective laws applicable to the factory from time to time.

12.0 **Leave:**

12.1 It is agreed that the existing practice and rules in respect of Contingency Leave shall continue.

12.2 It is agreed that the Privilege Leave shall be governed as per The Factories Act, 1948.

13.0 **Privilege Leave for the period from 01-04-2005 to 31-03-2006:**

As per the rules mentioned in the Factories Act, 1948, the workmen are not eligible for earning Privilege Leave for the above mentioned period.

However, with a view to build a bridge of relationship, create harmony, streamline the operations of the plant, it is decided that the privilege leave will be granted to the workmen proportionately as per the Factories Act, 1948.

This act of management should be looked up on as a goodwill gesture and not a 'right'.

In lieu of the above, the Union shall withdraw the complaint filed at the Dy.Labour Commissioner's office dated 26-05-2006 in connection with the Privilege Leave for the period from 01-04-2005 to 31-03-2006 as it is settled by virtue of the settlement.

14.0 **Paid Holidays:**

It is agreed that the existing practice and rules shall continue.

15.0 **Matter pertaining to suspension pending enquiries:**

It is agreed by and between the parties that out of 25 workmen who are suspended pending enquiry w.e.f. their respective dates, the workmen whose suspensions are withdrawn and taken back, for them the settlement and benefits applicable shall be as follows:

The workmen to be taken back in employment:

15.1 They would be entitled to the benefits of the settlement from 01-04-2004 to 09-01-2005.

15.2 No wages or benefits during the strike period from 10-01-2005 to 03-07-2005 would be paid.

15.3 Such workmen, as a good gesture from the management, shall be given only the difference in the Subsistence Allowance arising due to the increased wages accruing out of the this settlement.

15.4 The suspension of such workmen would be revoked only after they give an apology letter unconditionally before coming to the factory.

15.5 They shall also co-operate in closing the requisite formalities pertaining to domestic enquiries.

15.6 Such workmen would be suspended for a period of 4 days as a matter of punishment. They would not earn any wages or benefits for these 4 days.

15.7 The names of the suspended pending enquiry workmen whose suspensions would be withdrawn and employed back are as follows:

Sr. No.	Emp. Code	Name
1	11811	Anand V. Sinari
2	11812	Sandesh C. Malik
3	11821	Vinod T. Sonur
4	11824	Sagar Kubal
5	11879	Khushali Naik
6	11890	Sandeep Gaude
7	11891	Sagun Naik
8	11894	Ganesh L. Gaude
9	11923	Nashinv Kurtikar
10.	11974	Vighnesh Khandolkar
11.	11934	Anand Naik
12.	11970	Sunil Sadanand Naik
13.	11979	Sanjay K. Naik
14.	12077	Shailesh Khandeparkar
15.	12102	Tulshidas Madhav Bhembre
16.	12121	Rupesh Kalarnkar
17.	11892	Arun Satarkar

The workmen who are voluntarily separating from the services of the Company.

The workmen, whose suspension would not be revoked and who would be voluntarily separating from the services of the company, for them the applicability of settlement and other benefits would be as follows:

15.8 They would be entitled to the benefits of the settlement from 01-04-2004 to 09-01-2005.

15.9 No wages or benefits during the strike period from 10-01-2005 to 03-07-2005 would be paid.

15.10 Such workmen, as a goodwill gesture from the management, shall also be given the difference in the Subsistence Allowance arising due to the increased wages accruing out of this settlement.

15.11 Such voluntarily separating workmen would give their resignation latest by 09-11-2006 and the resignation would be accepted with immediate effect. And that, it would be deemed that they have given up their right to re-instatement or re-employment automatically.

15.12 It has been discussed and agreed between both the parties that such voluntarily separating workmen would receive a one time compensation amounting to Rs. 2.20 lacs as a full and final settlement towards their settlement. This amount shall be paid on or before 20-11-2006 and shall exclude statutorily payable amounts such as PF, Gratuity, Bonus and wages arising out of leave balance. They shall also be paid the balance in their account as per the internally agreed Marriage Depository Allowance Scheme, wherever applicable. It is specifically agreed by the Union and the Workmen that in view of the aforesaid compensation and benefits paid, these separated workmen would relinquish their right of employment.

15.13 For the purpose of calculating the tenure of service of such workmen, the beginning date would be the date of joining as specified in the appointment letter and the last day of work would be as on signing of the settlement.

15.14 The voluntarily separating workmen agree to bear the liability of tax, if any, arising out of the relevant provisions of The Income Tax Act.

15.15 The names of the workmen who have the option of voluntarily separating from the employment of the Company by virtue of this settlement are as follows:

Sr. No.	Emp. Code	Name
1	11822	Mahesh A. Gaude
2	11835	Ulhas P. Gaude
3	11836	Gautam A. Naik
4	11897	Narendra Naik
5	11928	Devidas B. Naik
6	11971	Purso Rama Gaude
7	12084	Ravindra R. Phulari
8	11924	Rama Mohite

16. It is agreed by and between the parties that, as a pre-condition to the implementation of this settlement, the standing order drafted and submitted to the Office of Labour Commissioner, Panaji, shall be signed.

17. Litigations:

17.1 It is agreed by both the parties that they would file a joint application before the Industrial Tribunal seeking an Award in terms of settlement in Ref. No. IT/13/2005.

17.2 In return as a positive gesture it is agreed that the Management would withdraw the civil suit No. 4/05/A filed in the Civil Court of Ponda.

18.0 General Clauses:

18.1 The benefits under this settlement shall apply to all the permanent workmen who are on the rolls of the company as on 01-04-2004

and continue to be in employment till the date of signing of this settlement.

18.2 The settlement is in full and final settlement of all the demands raised by the Union and workmen in their Charter of Demands dated 30-01-2004. It is clearly understood between that all other demands raised on behalf of the workmen by the Union and contained in their Charter of Demands dated 30-01-2004 which are not specifically dealt with herein were discussed and agreed as withdrawn by the Union and thus settled.

18.3 During the operative period of this settlement, Union/Workmen shall not raise, pursue and/or agitate any other demand(s) of whatsoever nature entailing additional, financial or administrative impact other than what has been agreed in terms of this settlement. The Union also undertakes to maintain peaceful and harmonious industrial relations and cordial atmosphere in the undertaking and elsewhere during the tenure of the settlement and even after expiry of this settlement except the Bonus as per the existing practice.

18.4 It is also agreed by the Union that all other terms and conditions of service and privileges and practices as well as rights of the Company shall continue to remain in force unless specifically modified by this settlement.

18.5 In case by legislation or otherwise, identical or similar benefits as accruing to the workmen under this settlement are introduced by force of law, the workmen shall be entitled to receive either the totality of the particular statutory benefits or the totality of the benefits that are available under this settlement, whichever is more favourable to the workmen, but not both.

18.6 It is in the mutual interest of the Company and the workmen, that in order to maintain competitive status in the market, the operating efficiencies and productivity is constantly maintained and improved.

18.7 In view of the substantial rise in payment accepted in this settlement by the management, the workmen will wholeheartedly co-operate with the management in maximizing production to meet growing market requirements to face expected stiff competition from the competitors.

18.8 It is agreed by both the parties that the company shall have the liberty to revise and rationalize the product mix and product packs, introduce new products and new packs, introduce new operations and machinery, modify and rationalize the existing operations, introduce appropriate automation and mechanization, change the manpower deploy-

- ment from time to time and revise the monthly production plans as deemed necessary for efficient functioning of its business.
- 18.9 It is agreed by and between both the parties that appropriate technology and machinery shall be introduced for crushing, filling and warehousing operations from time to time and the filling operations and filling plans will be synchronized with the Oil Mill or in any function outputs so as to achieve an optimum cost structure, at the management discretion. However, no workmen will be retrenched for such changes if implemented during the tenure of this settlement.
- 18.10 It is understood and agreed by and between the parties that the Cake Bagging activity in the Oil Mill, which is currently being handled by our workmen would be outsourced. This is basically to utilize the trained and skilled manpower for filling operations so as to increase the output generated by the factory and thereby be more competitive. Such number of workmen would be deployed at suitable workstations. However, no workmen shall be retrenched during the tenure of this settlement.
- 18.11 It is agreed by and between both the parties that the Memorandum of settlement constitutes the whole contract between the parties and this settlement shall not be altered or otherwise modified in any respect except by instrument in writing signed by the parties themselves or by their representative. Any branch of the provisions of this settlement by the workmen shall give the management the right to repudiate it without any notice to the workmen. None of the clauses of the settlement are separable from one another. The settlement is to be viewed as a package deal.
- 18.12 Workmen will refrain themselves from mass absenteeism, which affects the prescribed functions of the line/department, and workmen resorting to such activities will be liable for disciplinary action. The operators handling the critical area like 'Utilities' shall not remain absent without prior permission and sanction of their respective supervisors/officers/executives.
- 18.13 Unless otherwise stated and modified in this settlement, all the existing practices shall continue to be in force.
- 19.0 **Work Practices:**
- 19.1 It is agreed individual fitters and electricians would be responsible for the safekeeping of the tools provided to them.
- 19.2 The operators are also required to take suitable work permits as per the existing practice ('A' Permit, 'B' Permit, 'C' Permit and 'E' Permit) and ensure adherence to the requirements specified in the permits.
- 19.3 It is agreed by and between the parties that the workmen will have to reach the place of work before the start of the shift and will not leave the place of work without handing over charge the next shift workman. In filling, the lines will start of the shift timings.
- 19.4 The Union and all the workmen shall fully co-operate in continuing present systems and implementation of any new system in the area of TPM like Kaizen, Autonomous Maintenance, Jishu Hozen, Preventive Maintenance, SGA, SPC, Safety, Six Sigma, ISO Standards, MMEM (Q-Cert) and others that the company may seek to implement from time to time.
- 19.5 In every shift, both in the Filling and Oil Mill or in any function, each helper/operator shall himself do cleaning, lubricating, inspection, tightening on the machines as the supervisors may ask him to do. He shall fill up check sheets, control charts, history cards, as may be required for the above. Refusal to obey such reasonable instructions will be treated as insubordination.
- 19.6 Since the company is into manufacturing of edible oil, it would be mandatory on the part of workmen to follow the FDA/EOP/PFA and any other norms which may come into force from time to time during and after expiry of this settlement. This would include things like wearing of gloves, head caps and aprons while working on the filling lines, not growing long hair, nails beard (being properly groomed). Washing hands and feet with disinfectant solutions etc.
- 19.7 Skilled member working as Electrician or Fitter will attend all calls in shift throughout the Plant in addition to working as Shift Electrician/Fitter or General Shift Electrician/Fitter.
- 19.8 It is agreed by and between the parties that various benefits accruing under this settlement shall be applicable only those permanent workers who are confirmed in writing and who are on the permanent roles of the Goa Plant on the date of signing of this settlement. The Union and Workmen shall start implementation of various provisions/clauses/conditions agreed as a part of this settlement immediately on and from the date of signing this settlement. It is also agreed that the revised wages/salaries and all other benefits of this settlement will be payable to the workmen on the condition that all the workmen of the department/departments shall achieve the daily, monthly and annual productivity levels fixed by the management. This would mean achieving

Overall Equipment Effectiveness (OEE) levels of 90% of run time.

19.9 It is agreed by the Union and its workmen that they would ensure that the 'RM' Incoming, On Line & Finished Goods Checks' and controls which are specified in the Oil Mill, Filling, Utilities RM, PM, FG Departments are followed to ensure defect-free products being generated. The workmen would follow the checks, controls and guidelines specified as well as ensure that the concerned supervisor/officer/executive is suitably and timely informed of any deviations from the standard/norms and help out in correcting the same wherever possible. All data required for the quality inspection has to be recorded in formats defined by the management at regular intervals.

19.10 Arrears arising out of this settlement shall be paid on or before 01-12-2006. The implementa-

tion of this settlement shall be informed to the Conciliation Officer on or before 08-12-2006.

19.11 All the workmen who avail the benefits arising out of this settlement shall pay Rs. 2,000/- from the arrears towards the Union Fund and the Company shall deduct the above-mentioned amount of donation from the arrears payable to the workmen and pay the same by cheque to 'Gomantak Mazdoor Sangh'.

2 No order as to costs.

3 The award be submitted to the Government of Goa as per provision contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-

Dilip K. Gaikwad,
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.